



PROTEKTOR MANUFACTURER LIMITED WARRANTY
(BTIAB-NIS1-COM-Pr05-1 Date Issue – March 23,2026)

PROTEKTOR MANUFACTURER LIMITED WARRANTY

The following provisions set out the limited warranty for the BarrierTek ProTEKtor Factory Applied Coating (the “Product”) (the “Limited Warranty”). This Limited Warranty applies where the purchase of the Product is made from a BarrierTek authorized distributor or lumber yard within Canada on or after March 2, 2026, except that the Limited Warranty does not apply to any Products purchased in Québec, Canada. **NOTE:** the AtTEK, ProTEKtor II and ProTEKtor II-D coatings are covered under separate limited warranties.

LIMITED WARRANTY TERM

The warranty period for the Limited Warranty is ninety (90) days from the manufacturing date stamped on the Product (the “Warranty Period”).

THE LIMITED WARRANTY

BarrierTek warrants that, during the Warranty Period, the Product will meet the CAN/ULC S102 standard (the “Standard”) when the Product is stored, installed, used and otherwise applied in accordance with the applicable published application instructions (the “Storage and Handling Guidelines” and “Acceptable Use and Install Guidelines”) and when none of the exclusions from coverage set out below apply.

The Product provides fire-mitigation properties and is designed to provide protection of and from adjacent properties during construction. However, many factors outside of BarrierTek’s control influence severity and progression of a fire, including construction details, environmental conditions, ignition sources, fuel sources and building design and this Limited Warranty does not warrant or guarantee any specific result or outcome in a real-world fire event.

WHO IS COVERED BY THIS LIMITED WARRANTY

This Limited Warranty is granted to the original owner of the structure in which the Product has been used (the “Owner”). This Limited Warranty cannot be assigned, sold, transferred or conveyed by the Owner to any other person, including any subsequent owners of the structure on which the Product has been used, by contract or operation of law except where BarrierTek approves the transfer in writing.

BY APPLYING, INSTALLING OR RETAINING THE PRODUCT, DIRECTLY OR THROUGH ANY CONTRACTOR OR OTHER SERVICE PROVIDER, THE OWNER AGREES TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

EXCLUSIVE REMEDY

If within the Warranty Period the Product does not meet the Standard as a result of manufacturing defects, BarrierTek will, at its sole option and subject to the limitations described herein, either: (a) re-coat or otherwise re-apply coating to the affected Product with equivalent or comparable product, at no charge to the Owner; or, (b) refund the purchase price of the affected Product determined based on BarrierTek’s MRSP price list for the Product (the “Fees”). The remedy under this Limited Warranty only covers the portion of the Product that exhibited manufacturing defects. These are the Owner’s sole and exclusive remedies under the Limited Warranty. Except as expressly provided in this Limited Warranty, no other costs incurred by the Owner relating to the defective Product will be reimbursed, including but not limited to, the costs of removal or disposal of the Product, costs of re-installation, or the repair or replacement of materials other than the Product.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS

Subject to the terms and conditions set forth in this Limited Warranty, BarrierTek shall indemnify and hold harmless Owner against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, that are awarded against Owner (collectively, “Losses”), arising out of any third-party claim alleging: (a) any gross negligence or wilful misconduct or more culpable act or omission of BarrierTek in connection with the performance of its obligations under this Limited Warranty; or (b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the gross negligence or wilful misconduct or more culpable acts or omissions of BarrierTek (the “Indemnification for Third-party Claims”). Notwithstanding



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anything to the contrary in this Limited Warranty, this Indemnification for Third-party Claims does not apply to any claim (whether direct or indirect) for which a sole and exclusive remedy is provided under this Limited Warranty.

EXCEPTIONS AND LIMITATIONS ON INDEMNIFICATION FOR THIRD-PARTY CLAIMS

Notwithstanding anything to the contrary in this Limited Warranty, BarrierTek is not obligated to indemnify, hold harmless, or defend Owner against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Owner's: (a) negligence or wilful misconduct; (b) failure to comply with any of its obligations set forth in this Limited Warranty; or (c) use of the Product in any manner not otherwise authorized under this Limited Warranty or that does not materially conform with the BarrierTek Factory Applied Coatings "Storage and Handling Instructions" or "Acceptable Use and Install Guidelines". BarrierTek shall in no event be obligated to Owner under the Indemnification for Third-party Claims for any Losses that exceed Fees paid or payable for the Product (for greater certainty, the Fees paid or payable for the Product are limited to the Factory Applied Coating and do not extend to the underlying substrate) on the construction project in relation to which there was a failure to meet the terms of the Limited Warranty resulting in indemnification of Distributor.

NOTIFICATION OF CLAIM

Compliance with each of the following requirements is a condition precedent of BarrierTek's obligations under this Limited Warranty. The failure to comply with any one or more of these requirements shall void the Limited Warranty and any rights the Owner may have against BarrierTek. Any Owner seeking remedies under this Limited Warranty must notify BarrierTek by sending an email to warranty@barriertek.com or by sending registered mail to BarrierTek Inc., 401 18 Avenue, Nisku, Alberta T9E 7T5, within ten (10) calendar days of the Owner discovering a condition upon which the Owner intends to make a claim under this Limited Warranty. This notice must include proof of purchase of the Product, the lot numbers as stamped on the Product, and documented evidence of any defect. Within a reasonable time after notification, BarrierTek will evaluate the claim and if there is a valid claim against the Limited Warranty, resolve it in accordance with the terms of this Limited Warranty. BarrierTek may require the Owner to submit, at the Owner's expense, photographs of the reported problem and samples of the alleged defective Product for testing.

IMPORTANT: Notice to the distributor, lumber yard or contractor who is selling, installing or otherwise using the Product is **NOT** accepted as notice to BarrierTek.

EXCLUSIONS FROM COVERAGE

This manufacturer warranty does not cover or provide a remedy for the following:

1. any damage to or defect in the Product caused by:
 - a. failure to strictly follow the applicable Storage and Handling Guidelines or Acceptable Use and Install Guidelines;
 - b. misuse or abuse of the Product;
 - c. impact or accidental damage to the Product;
 - d. damage to the Product during storage or installation, including as caused by adverse weather conditions;
 - e. alteration of the Product or combining the Product with another product other than as allowed in the BarrierTek Acceptable Use and Install Guidelines;
 - f. any lack of compatibility between the Product and any other product not manufactured by BarrierTek;
 - g. improper transport, handling, storage, or exposure of the Product; including with respect to adverse weather conditions, exposure of Product to ultraviolet light to the coated face for a pro-longed period of time, or other issues;
 - h. alterations to the structure on which the Product was installed or installation of equipment after the installation of the Product;
 - i. animals, termites, or other insects;
 - j. spills, harmful chemicals (including harmful cleaning compounds), harmful substances (including salt water, fertilizer, gasoline, or oil), pollution, scratching, or abrading;
 - k. application or exposure that allows for the accumulation of frost, condensation, moisture, standing water, prolonged direct sunlight exposure or submersion; or
 - l. conditions beyond the control of BarrierTek.



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2. a failure resulting from the underlying substrate that is not manufactured by BarrierTek;
3. application of the Product in a manner that is not in strict compliance with all applicable building codes and applicable law or other design requirements specified by engineers, architects or other professional advising on the structure;
4. application of the Product in a construction project that is improperly designed, constructed, conditioned or maintained, or otherwise defective, including as may result in inadequate ventilation, improper insulation, moisture control failures, or any other environmental or structural condition that may adversely affect the performance or durability of the Product
5. application of the Product by an installer or any Person where there is an obvious known visible defect;
6. application of the Product to any structure, wall, floor, or roof system that remains in a state of constant, direct exposure to sunlight, precipitation, or other weather conditions for more than thirty (90) days.
7. damage to any other component of the structure on which the Product is applied; or
8. where the Product is applied to structures located outside of Canada.

No representative, employee, or agent of BarrierTek, or any other person, has the authority to grant any additional warranty coverage or assume any additional or other liability or responsibility for BarrierTek that is not covered by the Limited Warranty unless it is in writing and signed by at least two authorized BarrierTek officers.

OTHER LIMITATIONS

IN NO EVENT WILL BARRIERTEK BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH), DAMAGE TO PERSONAL PROPERTY, LOST PROFITS, OR LOSS OF USE. NOTWITHSTANDING THE INDEMNIFICATION FOR THIRD-PARTY CLAIMS, BARRIERTEK'S MAXIMUM AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT WITH RESPECT TO THE PRODUCT, IS LIMITED TO THE AMOUNTS EXPENDED BY BARRIERTEK TO SATISFY THE APPLICABLE EXCLUSIVE REMEDY.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT. BARRIERTEK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS AND CANNOT BE LAWFULLY DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE MOST LIMITED SCOPE OF COVERAGE AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW.

GOVERNING LAW

This Limited Warranty is governed by, and construed in accordance with, the laws of the Province of Alberta, and the federal laws of Canada applicable in the Province of Alberta, without giving effect to any choice or conflict of law provision, principle or rule (whether of the Province of Alberta or any other jurisdiction). The *United Nations Convention on Contracts for the International Sale of Goods* is hereby disclaimed and does not apply to the Limited Warranty.